

**Request for Proposals
for
Marketing and Advertising Services**

RFP-DCRT-OT-
261000RFPOT081301

State of Louisiana
Office of the Lieutenant Governor
Department of Culture, Recreation and Tourism
Office of Tourism

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Release Date: Monday, August 12, 2013
Proposals Due: Thursday, November 21, 2013

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SCHEDULE OF EVENTS

SCHEDULE, WITH THE EXCEPTION OF DEADLINE TO SUBMIT PROPOSALS, IS SUBJECT TO CHANGE AT THE STATE'S DISCRETION.

Activity	Date	Note
RFP Released	Mon., 8/12/13	RFP advertised in <i>The Advocate</i> and at least one other newspaper (in accordance with LA R.S. 39:1503) and posted on LaPAC and DCRT website.
Deadline for Questions	Mon., 9/16/13	Questions must be received via e-mail by 2:00 p.m. Central Time.
Response Deadline	Fri., 10/4/13	Responses to proposers' questions posted on LaPAC & DCRT website.
Deadline to Submit Proposals	Thurs., 11/21/13	Proposals must be received by 4:00 p.m. Central Time.
Proposals Evaluated	Mon., 11/25/13 – Thurs., 12/19/13	
Rejections/Invitations to Present sent to Proposers	Fri., 12/20/13	All selected proposers notified.
Presentations	Wed., 1/29/14 – Fri., 1/31/14	Presentations grouped by Component.
Top-Scoring Proposal(s) Announced	Mon., 2/3/14	
Contract Negotiations Commence	Mon., 2/10/14	
Contract Submitted to OCR	Wed., 2/26/14	
Anticipated Start Date	Tues., 7/1/14	First Day of Fiscal Year

PART 1. GENERAL INFORMATION ABOUT THIS RFP

1. Purpose and Scope

a. Purpose. Through this Request for Proposals (“RFP”), the State of Louisiana, Office of the Lieutenant Governor (“OLG”), Department of Culture, Recreation and Tourism (“DCRT”), hereinafter sometimes collectively referred to as “State”, seeks to identify a single or multiple contractors who will create and execute marketing initiatives and communications strategies within the following three components (collectively, “Components”):

1. Creative/Marketing/Media/Brand Identity
2. Public Relations
3. Internet/Social/Digital Marketing

The purpose of dividing the work into three components is to provide the State greater access to the most creative, innovative and entrepreneurial proposers. The three components allow prospective contractors the flexibility to submit one proposal in response to a single component, or multiple proposals in response to more than one component. A proposal may be submitted by a single firm or by a collaboration of firms.

As described below, if a proposer plans to collaborate with other business entities or individuals in a proposal, the proposer must submit the written agreements that describe that collaboration, including the nature of the relationship (e.g., contractor/sub-contractor, partnership, joint venture) and an explanation of

the division of duties, billing and payment arrangements, lines of communication, and account management. The State will require the appointment of a single point of contact for any such collaboration.

b. Budget. The total budget for all components for FY 2013-14 is **SIX MILLION FIVE HUNDRED THOUSAND (\$6,500,000.00)**, inclusive of production and media costs. The total budget for FY 2014-15 will not be determined until legislative appropriations are final. The actual budget in any fiscal year is subject to approval by the Louisiana Tourism Promotion District Board of Directors, actual sales tax revenue collected, and legislative appropriation. The budget is also subject to increase or reduction by legislative or executive action.

The amount allocated to any single component or any one contractor will be determined during contract negotiations. The contract amount will reflect a maximum amount payable under the contract. However, all payments will be tied to actual work performed in accordance with the process for approval of projects set forth below, in the Sample Contract, "Procedures for Project Initiation, Approval, and Measurement." There is no minimum guaranteed amount to be paid. A contractor will only be paid for actual, approved work on a project-by-project basis.

c. Term. If properly executed and approved in accordance with La. R.S. 39:1502 et seq., any contract issued pursuant to this RFP is anticipated to begin July 1, 2014. The term of any such contract is anticipated to be one fiscal year, ending June 30, 2015. An option to renew for up to two additional years (FY 2015-16 and FY 2016-17) may be exercised at the discretion of the State, with concurrence of the Contractor. Such renewal would be accomplished through an amendment to the original contract(s). Any contract may also be amended or terminated as set forth below.

d. Scope of Services

The State's marketing efforts will be multi-faceted yet coordinated. While the RFP is divided into three components, it is understood that there will be overlap among tasks that will fall within each component. Further, it is important to recognize that the award of a contract under a particular component does not guarantee a contractor exclusivity to perform tasks described under that component.

Component 1: Creative/Marketing/Media/Brand Identity

Contractor(s) selected for Component 1 may be required to perform some or all, but not limited to, the following duties:

- Assist in the overall creation of marketing strategy and brand positioning;
- Marketing/media research, analysis and recommendation;
- Creative development and implementation of assigned marketing programs; including but not limited to Multicultural Marketing;
- Establish brand standards;
- Negotiate on behalf of the State for most cost-efficient marketing programs;
- Identify and establish appropriate private/public partnerships;
- Account management, including status reports and project calendars.

Component 2: Public Relations

Contractor(s) selected for Component 2 may be required to perform some or all, but not limited to, the following duties:

- Develop strategies for programs that support the overall campaign, including but not limited to Multicultural Marketing;
- Plan and implement familiarization tours;
- Plan and coordinate public relations/media relations events as directed;
- Work with appropriate State staff on crisis communication as needed;
- Provide content, as directed, for special requests or projects;

- Develop speeches/talking points as directed;
- Identify/recommend public relations opportunities which enhance the Louisiana brand, and determine/implement strategies to maximize the return on the State's investment for participation;
- Fulfill media requests as directed;
- Account management, including status reports and project calendars.

Component 3: Internet/Social/Digital Marketing

Contractor(s) selected for Component 3 may be required to perform some or all, but not limited to, the following duties:

- Port entire LouisianaTravel.com website ("website" or "the site") from current web hosting service to contractor's web hosting service; install and configure to run on contractor's hosting service; test, fix, and go live (review LouisianaTravel.com online);

LouisianaTravel.com is currently managed within a Drupal CMS framework (core) that comprises 11,914 text/html files. These include both static files and dynamic files generated from MySQL database tables. The website includes 777 MB of text/html data. Average text/html file size is 65 KB. There are over 1,048 large Jpeg images (504 MB) on the website. Fifty-seven flash videos comprising 1 GB of data were recently moved from the website to YouTube and collected together for display and access through Google+ (<https://plus.google.com/113283446703863702993/posts#113283446703863702993/videos>).

- Port ancillary websites over to contractor's web hosting service; test, fix, and go live. Ancillary websites include:

- Fishing <http://www.fishing.louisianatravel.com/>
- Bicycling <http://www.bikelouisiana.com/>
- Golfing <http://audubongolf.com/>
- Canoeing and Kayaking <http://www.louisianapaddle.com/>
- Breweries <http://breweries.louisianatravel.com/>
- Louisiana's African American Heritage-Trail <http://www.astorylikenoother.com/>

Popular microsites that have been migrated to the core website include:

- Retirement <http://www.louisianatravel.com/retire>
- Food, Dining and Cooking <http://www.louisianatravel.com/culinary/home>
- Birding <http://www.louisianatravel.com/birding>

- Conduct focus group evaluation of a representative sample from LouisianaTravel.com's target market to assess target market response to graphic design, navigation and usability, and propose corrective mitigation;
- Website design, programming, coding and scripting that may include design or redesign of any component(s) on the site, e.g., mitigate problem areas approved by DCRT, improve load times, identify and eliminate bottlenecks, improve navigation to simplify visitor access to information, design and develop modules that emphasize core themes like Louisiana's cuisine, festivals, outdoors, regions;
- Design and complete ancillary websites similar in scope to BikeLouisiana.com;

- Adhere to code and style standards:
 - Ensure code and style elements are compatible with the latest version of internet browsers designated by the State, e.g., Internet Explorer, Chrome, Firefox, Safari, and Opera.
 - Provide access to spiders that index and inform search engines like Google and Yahoo;
 - Use browser agnostic HTML code and CSS style elements to ensure future browser compatibility;
 - Ensure code and style compliance with mobile browsers on phone and tablet devices running Android OS and Apple iOS. Code should also support browsers running MS Windows Phone/Windows 8 and Blackberry BB10 OS.
 - Code for compliance with provisions in Section 508 of the U.S. Rehabilitation Act covering electronic and information technology accessibility standards that address the needs of blind and optically challenged individuals;
- Website management and maintenance including daily and/or weekly updates, edits, corrections, insertions and photo replacements; addition of content to a news or press release section that involves html coding and addition or editing of records in databases and tables;
- Provide DCRT all available web statistics bi-monthly including detailed traffic statistics, usage trends, site rankings, number of links, most common keywords searched and trend analysis available for free through online advertising tracking portals (e.g., Google's Analytics), as well as comparative, website usage, popularity and related statistics from a DCRT-approved website tracking firm. Add tracking code as required to evaluate usage at more granular levels. Archive all reports and statistics for future diachronic analysis and trend analysis;
- Perform Search Engine Optimization (SEO). Improve LouisianaTravel.com's ranking in the search engines' natural (organic) search results and thus attract more visitors. Employ the full range of legitimate techniques to optimize on-page factors. Acquire more qualified inbound (one-way) links. Evaluate and improve keyword optimization to drive increased traffic to the site.
- Initiate and build an Internet marketing campaign upon completion of SEO to improve LouisianaTravel.com's qualified visits. Use Search Engine Marketing (SEM) strategies and tactics to increase the amount and quality of leads generated by the search engines. Employ paid search advertising. Measure the success of search engine advertising and forward to DCRT through monthly progress reports. Provide URLs to Web Ad site statistics where DCRT can review and verify tables, statistics, cost and overall success;
- Geocode locations with decimal Lat/Long for the increasing number of travelers navigating with mobile GPS devices;
- Manage, improve, monitor, and post regular updates to LouisianaTravel.com-related social media sites; introduce new social media in response to genre and popularity shifts. Social media includes, but is not limited to, externally hosted Facebook page, Blog, Twitter, Flickr, YouTube, Pinterest, Google+ and Instagram;
- Detail an experienced social media specialist to: manage, maintain, upload, and respond to all social media; proctor all interaction with public via blog and tweets to keep the social media presence authentic, consistent, active, and popular; provide updates to each genre to seed the sites with text, photos, and video until the volume of visitor uploads reduces the need for social media professional involvement;
- Recommend appropriate and cost effective professional Web hosting options addressing: scalability, peak traffic, server response time, stability, uptime, facility reputation, years in business, number of clients, backup generator power, redundant

data circuits/carriers, fire suppression technology, physical access security, digital firewall and filtering security, on-line security, secure socket layer (SSL), replication, backup and recovery options, business continuity planning, and time to recover from complete server destruction;

- Provide web hosting data center's Service Level Agreement stipulating service credits for reduced data center performance and unscheduled downtime;
- Provide multimedia including high resolution digital still images, digital videos, digital audio, expert Photoshop service, expert digital video editing service, expert digital audio mixing service, and other services related to the creation of professional multimedia content for the site;
- Provide low budget, student quality videos of topical items for quick edit and strategic posting on YouTube and other popular video sharing sites on the social web to strategically generate interest in events such as Mardi Gras, music festivals, food festivals, folk festivals;
- Provide and produce online outreach, lead-generation services, and effective; email campaigns, including but not limited to, Multicultural Marketing;
- Provide video e-mail, video profiles, and related services;
- Recommend and implement approved improvements and additions to LouisianaTravel.com and the ancillary websites;
- Account management, including status reports and project calendars.

e. Other - State Rights and Responsibilities

- State reserves the right to provide or contract for any of these services independently, within state contracting and procurement guidelines;
- State reserves the right to allocate services according to the State's best interests;
- State may opt to contract for some, all or none of the services listed above. State also reserves the right to select multiple vendors and/or contractors for any component if it serves the State's best interests;
- Travel expenses constitute part of the total maximum payable under the contract and pre-approved travel will only be reimbursed in accordance with the Louisiana Division of Administration Policy and Procedure Memorandum 49 (The State General Travel Regulations).

2. Contact Information

This RFP is issued by the State of Louisiana, Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism. The Issuing Officer is Misty Velásquez, Director of Programs and Services for the Louisiana Office of Tourism. All communication with regard to this RFP and any resulting contract(s) will be coordinated through the Issuing Officer. This RFP is available in electronic format at <http://www.crt.la.gov/tourism/rfp> and at the State of Louisiana Procurement and Contract Network (LaPAC), <http://wwwprdl.doa.louisiana.gov/osp/lapac/pubmain.cfm>.

Interested parties may also submit a written request (via mail or email) to receive a copy of this RFP.

Contact:

Misty Velásquez
mvelasquez@crt.la.gov
Louisiana Office of Tourism
P.O. Box 94291
Baton Rouge, LA 70804

3. Proposer Inquiries

Inquiries regarding this RFP must be submitted via e-mail to mvelasquez@crt.la.gov by the date and time

specified in the Schedule of Events. Subject of email should read “Question regarding RFP, section ____, page ____” (*insert section and page numbers*).

Inquiries must be submitted in the following format:

Company Name:	
Question/Inquiry	Reference RFP section and page
1.)	
2.)	

The Issuing Officer’s official responses to all questions received regarding this RFP will be posted to the State’s website www.crt.la.gov/tourism/rfp and <http://www.prd1.doa.louisiana.gov/osp/lapac/pubmain.cfm> on the date noted in the Schedule of Events.

4. Response Deadline

Proposals must be received by the Louisiana Office of Tourism no later than 4:00 p.m. Central Time on the date as specified in the Schedule of Events. Late proposals will not be evaluated.

5. Standard Contract

The State will enter into negotiations with the Proposer(s) whose proposals are awarded the highest score by the Evaluation Committee. These negotiations will be directed toward a formal contract(s) between the selected Proposer(s) and the State.

A sample, standard contract is included in the RFP as Attachment E. The sample contract includes a Scope of Services for Component 1. However, the actual contract(s) awarded pursuant to this RFP will reflect the Component(s) under which the contract is awarded. Any exceptions or contract deviations the proposer would wish to negotiate if awarded a contract(s) should be included with its proposal.

Final contract(s) will include numerous boilerplate clauses including, but not limited to:

Entire Agreement Clause, which provides that: “This contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.”

Order of Precedence Clause, which provides that: “In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and Contractor’s proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor’s proposal.”

Insurance Requirements for Contractors – Proposer must provide certificate of insurance upon execution of contract. Please refer to the sample contract for the insurance requirements.

If contract negotiations with a selected Proposer cannot be concluded within 30 business days following selection, the State may, at its discretion, immediately discontinue negotiations with the selected Proposer and may commence negotiations with the next highest scored Proposer.

6. Incurring Costs

The State is not liable for any cost or expense an individual or business entity may incur while reviewing this RFP, conducting research regarding this RFP, in preparing a proposal in response to this RFP or for travel, food, lodging or any other expenses incurred during presentations in Baton Rouge, Louisiana.

7. Disclosure of Proposal Contents

The information provided in the proposals shall be held in confidence until a contract is awarded, as per the Louisiana Public Records Act, La. R.S. 44:1 et seq. The winning proposal will become a part of the executed contract. Proposers are encouraged to familiarize themselves with the Louisiana Public Records Act.

Pursuant to La. R.S. 44:3.2 of the Louisiana Public Records Act, any request for confidential treatment of any part of a proposal shall contain a cover sheet that provides in bold type “**DOCUMENT CONTAINS CONFIDENTIAL PROPRIETARY OR TRADE SECRET INFORMATION.**” Each instance of information considered proprietary or trade secret must be clearly marked and provide the specific legal basis supporting the request, as well as an explanation regarding why the disclosure is not in the best interest of the public pursuant to La. R.S. 44:3.2. However, the determination of whether such information is proprietary shall be made by the custodian within thirty days of submission. Any proposal marked as confidential in its entirety may be rejected without further consideration or recourse.

8. Addenda/Changes

Should it be necessary to correct, amend, or revise any part of this RFP, addenda will be posted on the State’s website at www.crt.la.gov/tourism/rfp and <http://wwwprd1.doa.louisiana.gov/osp/lapac/pubmain.cfm>.

Any changes will be technical in nature or will provide a clarification of terms and requirements. Substantive changes will necessitate reissuance of this RFP.

9. Selection of Proposal(s)

The Evaluation Committee will select the proposal(s) based on Selection Criteria, which are set forth in Part 4, Selection Procedure and Evaluation Criteria.

10. News Releases

No news releases regarding this RFP or the selection procedure may be made without express written approval from the Issuing Officer.

11. Right to Reject All Proposals

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to reject any and all proposals, in whole or in part, or cancel this RFP, in whole or in part, if such is determined to be in the State’s best interest. The State reserves the right to provide or contract for any of the services described in this RFP independently, within state procurement guidelines. The State may opt to contract for some, all or none of the services described in this RFP.

12. Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the Issuing Officer.

13. Ownership of Proposal

All materials submitted in response to this request become the property of State. Selection or rejection of a proposal does not affect this right.

14. Errors and Omissions in Proposal

The State will not be liable for any errors in proposals. The State, at its option, has the right to request clarification or additional information from the proposers.

15. Initial Offer

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offer received. The State reserves the right to contract for all or a partial list of services offered in the proposal.

16. Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Louisiana Code of Governmental Ethics if their company is awarded a contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

17. Corporation Requirements

If the selected proposer is a corporation and not incorporated under the laws of the State of Louisiana, the proposer shall have obtained a certificate of authority pursuant to R. S. 12:301- 302 from the Secretary of State of Louisiana.

If the selected proposer is a for-profit corporation whose stock is not publicly traded, the proposer shall ensure that a “disclosure of ownership” form has been properly filed with the Secretary of State of Louisiana.

18. Definitions

Shall, Must, or Will – Denotes mandatory language; a requirement that must be met without alteration.
Should, Can, or May – Denotes desirable, non-mandatory language.

19. Determination of Responsibility

Before entering into the contract let under this RFP, the State will be required to certify that it has determined the selected proposer to be responsible, according to the following factors as they relate to the purpose and scope of this RFP:

- a. Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- b. Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them (including probable subcontractor arrangements and access to the identified data sources, if applicable);
- c. Is able to comply with the proposed or required time of delivery or performance schedule;
- d. Has a satisfactory record of integrity, judgment, and performance; and
- e. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

20. Right to Prohibit Award

In accordance with the provisions of R.S.39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

PART 2. GENERAL INFORMATION ABOUT THE ISSUING AGENCY

1. Department Organization

The Louisiana Department of Culture, Recreation and Tourism (“DCRT” or “State”) is in the Office of the Lieutenant Governor in the executive branch of Louisiana state government. The DCRT is responsible for the statewide development and implementation of cultural, recreational, and tourism programs, including the development, maintenance, and operation of library, park, recreation, museum and other cultural facilities and programs. La. R.S. 36:201.

The department consists of several agencies, or “offices,” including the Office of Tourism (“LOT”), Office of Cultural Development, Office of State Museum, Office of State Library, Office of the Secretary, and Office of State Parks.

The Office of the Lieutenant Governor (“OLG”) includes the Encore Louisiana Commission and the Volunteer Louisiana Commission, as well as other programs and functions that support the role of the Lieutenant Governor as the second highest ranking statewide elected official for the State of Louisiana.

The Louisiana Office of Tourism serves as the lead agency for external communications and marketing of the Louisiana tourism brand, and is therefore serving as the issuing agency for this RFP. The LOT, through its Programs and Services Section, will coordinate the services resulting from the contract or contracts awarded hereunder.

The mission of the Programs and Services Section of the Office of Tourism is to oversee advertising and publicity for the tourism assets of the state of Louisiana; to design, produce and distribute advertising materials in all media; and to reach as many potential tourists as possible with an invitation to visit Louisiana.

The OLG/DCRT and each agency within the OLG/DCRT (Office of the Secretary, Office of Tourism, Office of the State Library, Office of State Museum, Office of State Parks and Office of Cultural Development) is guided by its Strategic Plan. Each plan, as well as data, research and reports on Louisiana’s tourism industry are available at www.crt.la.gov.

Contractors will develop and implement comprehensive, research-based marketing and communications plans strategically designed to support the goals and objectives of the DCRT. Contractor’s performance will be measured in part by the State’s achievement of the objectives contained in these plans. Additionally, each project will be measured by its demonstrated return on investment.

PART 3. INSTRUCTIONS FOR RESPONDING TO RFP

1. How to Submit Proposal

All proposals must be received by the Office of Tourism by 4:00pm Central Time on the date specified in the Schedule of Events. It is solely the responsibility of each proposer to ensure timely delivery of the proposal. PROPOSALS SHALL BE SPIRAL-BOUND OR IN THREE-RING BINDERS.

Proposals sent via courier, FedEx, UPS, DHL, etc.:

Louisiana Office of Tourism
Attn: Misty Velásquez
Capitol Annex, Third Floor, Room 327
1051 N. Third St.
Baton Rouge, LA 70802
(225) 219-9858

Proposals sent via U.S. Postal Service:

Louisiana Office of Tourism
Attn: Misty Velásquez
P.O. Box 94291
Baton Rouge, LA 70804-9291
(225) 219-9858

- Package should be sealed and labeled “Response to OLG/DCRT Marketing RFP” and should **clearly** indicate the Component addressed.
- Proposers should submit eleven (11) duplicate copies of the proposal, including all attachments.
- Proposals shall be spiral-bound or in three-ring binders.
- Proposals should be tabbed and required information should be submitted in the order it appears in this RFP for each Component.
- *Faxed or e-mailed submissions are not acceptable.*
- Please respond to all questions and provide all information **in the order it appears in the RFP** for each Component.
- Please do not respond to an inquiry by referencing another proposal you may have submitted in response to another Component.
- Number all pages of the proposal.

2. Proposal Summary

Each proposal should include a typed summary that provides the following information, in the following order:

- Proposer’s Name (including the proposer’s legal name and any other name under which it conducts business)
- Chief Executive Officer
- Account Manager, if different
- Chief Information Officer or Information Technology Director
- Official representative of the proposer to whom any further or additional correspondence with regard to this RFP may be directed
- Address
- E-mail address and website
- Phone number
- Fax number
- Tax I.D. number

3. Requirements for Proposal Consideration

In order to be evaluated, every proposer must meet the minimum mandatory requirements described below. Proposers who fail to include a statement or letter certifying these requirements will not be graded:

- The proposer must be able to physically attend meetings in Baton Rouge within 24 hours’ notice;
- The proposer must certify that it is a business that has been in operation for at least two years;
- The proposer shall provide a written statement in which it certifies that it is an equal opportunity employer, that it does not discriminate in its employment practices or delivery of services, and that it will make every effort, when economically feasible, to subcontract with Veteran and Hudson Initiative small entrepreneurs
(<https://smallbiz.louisianaforward.com/index2.asp>), or socially or economically

- disadvantaged persons and businesses;
- If a proposer seeks to collaborate with other business entities or individuals in a proposal, the proposer must submit the written agreements that describe that collaboration, including the nature of the relationship (e.g., contractor/sub-contractor, partnership, joint venture) and an explanation of the division of duties, billing and payment arrangements, lines of communication, information technology, hosted services and account management. The State will require the appointment of a single point of contact for any such collaboration.

4. Items to be Submitted for Evaluation on Each Component

COMPONENT 1: CREATIVE/ MARKETING/MEDIA/BRAND IDENTITY

Creativity & Effectiveness

Please provide examples of two consumer campaigns your company has executed for a client in the past 5 years. With each campaign include:

- The objectives of the campaign;
- The research and methodology that went into the development of the campaign;
- The resulting creative concept, including advertising, marketing, branding and/or other related efforts;
- Media strategy;
- The results of the campaign;
- How impact was measured.

Please note: If selected to present to the Evaluation Committee, your company may be expected to prepare and present a proposed new marketing/advertising consumer campaign for the State. The details of the presentation will be included in the invitation.

Multicultural Marketing Experience

The proposer must demonstrate its ability to effectively market to domestic multicultural audiences either through the proposer's own resources or through collaboration.

Please provide an example of a consumer campaign your company has executed in the past 5 years that successfully reached a domestic multicultural audience. Include objectives, results, and how success was measured. Also, list proposer's team members who worked on the campaign and describe each team member's responsibilities. Please note which of the team members are currently on staff with proposer and which would be brought to the team through collaboration (e.g., contractor/subcontractor, partnership, joint venture, etc.).

Experience/Personnel and Production Resources

- Provide a list of team members who would work on the account and indicate which team members would be solely dedicated to the account. Also note which, if any, members work on other tourism industry accounts. Include:
 - Name
 - Job Title/Responsibilities (note: job titles must match those listed in cost proposal for hourly rate.)
 - Number of Years in Current Position
 - Tourism Account Experience
 - Brief Summary of Work and Education History

Please note that the selected contractor may be required to secure prior written approval for changes of key personnel assigned to the account. The State will not unreasonably deny approval of changes.

- Provide an organization chart or narrative to explain the intra-agency relationships,

managerial structure, and any contractual relationships (e.g., sub-contractors) for the provision of services of this account.

- List all services that the proposer offers. Indicate those services that utilize subcontractor(s).
- If proposer plans to use subcontractors to accomplish the tasks described above, submit a statement acknowledging proposer's ultimate and total responsibility for all services and deliverables provided under the contract.

Methodology

Describe the proposer's approach to performance for the State account including:

- Methodology for identifying client's needs;
- Methodology for monitoring, measuring, and evaluating the results and quality of work;
- Means to ensure timely delivery of services;
- Process for ensuring communication of the above to State;
- A description of the proposer's accounting and billing practices, to include a description of the proposer's system for tracking the status of projects and budget expenditures.

Company Background and Financial Stability

- Submit a letter of good standing from the proposer's bank and two credit references;
- Complete and submit the Company Background Information Sheet (Attachment A);
- Provide a compilation of financial statements for the past two years prepared by a Certified Public Accountant.

Cost

A proposer's grade on cost is tied to two numbers: the proposer's Media Placement Commission Rate and the proposer's Hourly Rate.

- Proposers' hourly rates shall reflect the cost of labor and any additional expenses that will not be reimbursed separately.
- Expenses to be reimbursed separately, which must be approved by the State and accompanied by proper documentation, may include travel (in accordance with Policies and Procedures Memorandum (PPM) 49, the Louisiana State Travel Regulations), printing and supplies, postage, shipping, copies, and subcontractor expenses. **Note: Refer to Attachment E, Standard Sample Contract, Item 3(b)(vi)(13) regarding travel to Baton Rouge.*
- Each proposer must submit its cost proposal on the form labeled "Cost Proposal" (Attachment B) or an exact duplicate thereof.

References

Provide a minimum of three (3) current client references (Do not include agencies within the Office of the Lieutenant Governor or DCRT as references). Include company name, contact name, email address, and phone number. Note which companies with whom proposer has worked for 3+ consecutive years. It is the proposer's responsibility to ensure that all contact information is correct. A maximum of 3 attempts will be made to contact each reference. References will be asked approximately 5 "yes" or "no" questions regarding their experience working with proposer and a set number of points will be assigned to each question, for a total of 5 points.

Veterans and Hudson Initiative Certification

If applicable, provide Veteran and Hudson Initiative Certification (see page 19).

COMPONENT 2: PUBLIC RELATIONS

Creativity and Effectiveness

Please provide a description of two public relations programs executed for a client or clients in the last five years. For each, include:

- Objectives of the program;
- Research and methodology that went into the development of the program;
- Resulting creative concept, strategy, marketing and/or other related efforts;
- Results of campaign; and
- How impact was measured.

Please note: If selected to present to the Evaluation Committee, your company may be expected to prepare and present a proposed new consumer Public Relations campaign for the State. The details of the presentation will be included in the invitation.

Multicultural Marketing Experience

The proposer must demonstrate its ability to effectively market to domestic multicultural audiences either through the proposers own resources or through collaboration.

Please provide examples of a public relations program your company has executed in the past 5 years that successfully reached a domestic multicultural audience. Include objectives, results, and how success was measured. Also, list proposer's team members who worked on the campaign and describe each team member's responsibilities. Please note which of the team members are currently on staff with proposer and which would be brought to the team through collaboration (e.g., contractor/subcontractor, partnership, joint venture, etc.).

Experience/Personnel and Production Resources

- Provide a list of team members who would work on the account and indicate which team members would be solely dedicated to the account. Also note which, if any, members work on other tourism industry accounts. Include:
 - Name
 - Job Title/Responsibilities (note: job titles must match those listed in cost proposal for hourly rate.)
 - Number of Years in Current Position
 - Tourism Account Experience
 - Brief Summary of Work and Education History

Please note that the selected contractor may be required to secure prior written approval for changes of key personnel assigned to the account. The State will not unreasonably deny approval of changes.

- Provide an organization chart or narrative to explain the intra-agency relationships, managerial structure, and any contractual relationships (e.g., sub-contractors) for the provision of services of this account.
- List all services that the company offers. Indicate those services that utilize subcontractor(s).
- If proposer plans to use subcontractors to accomplish the tasks described above, submit a statement acknowledging proposer's ultimate and total responsibility for all services and deliverables provided under the contract.

Methodology

Describe the proposer's approach to performance for the State account including:

- Methodology for identifying client's needs;
- Methodology for monitoring, measuring, and evaluating the results and quality of work;
- Means to ensure timely delivery of services;
- Process for ensuring communication of the above to State;

- A description of the proposer’s accounting and billing practices, to include a description of the proposer’s system for tracking the status of projects and budget expenditures.

Company Background and Financial Stability

- Submit letter of good standing from the proposer’s bank and two credit references;
- Complete and submit the Company Background Information Sheet (Attachment A);
- Provide a compilation of financial statements for the past two years prepared by a Certified Public Accountant.

Cost

A proposer’s grade on cost is tied to the proposer’s Hourly Rate.

- Proposers’ hourly rates shall reflect the cost of labor and any expenses that will not be reimbursed separately.
- Expenses to be reimbursed separately, which must be approved by the State and accompanied by proper documentation, may include travel (in accordance with Policies and Procedures Memorandum (PPM) 49, the Louisiana State Travel Regulations), printing and supplies, postage, shipping, copies, and subcontractor expenses. *Note: refer to Attachment E, Standard Sample Contract, Item 3(b)(vi)(13) regarding travel to Baton Rouge.*
- Each proposer must submit its cost proposal on the form labeled “Cost Proposal” (Attachment B) or an exact duplicate thereof.

References

Provide a minimum of three (3) current client references (Do not include agencies within the Office of the Lieutenant Governor or DCRT as references). Include company name, contact name, email address, and phone number. Note which companies with whom proposer has worked for 3+ consecutive years. It is the proposer’s responsibility to ensure that all contact information is correct. A maximum of 3 attempts will be made to contact each reference. References will be asked approximately 5 “yes” or “no” questions regarding their experience working with proposer and a set number of points will be assigned to each question, for a total of 5 points.

Veterans and Hudson Initiative Certification

If applicable, provide Veteran and Hudson Initiative Certification (see page 19).

COMPONENT 3: INTERNET/SOCIAL/DIGITAL MARKETING

Creativity & Effectiveness

Please provide URLs of two websites with supportive internet/social/digital marketing programs produced for clients within the last five years. With each program include:

- The objectives of the program;
- The research and methodology that went into the development of the program;
- The resulting creative concept, including advertising, marketing, and/or other related efforts;
- The results of the campaign;
- How success was measured.

Please note: If selected to present to the Evaluation Committee, your company may be expected to prepare and present a proposed new Internet/Social/Digital Marketing consumer campaign for the State. The details of the presentation will be included in the invitation.

Multicultural Marketing Experience

The proposer must demonstrate its ability to effectively market to domestic multicultural audiences either through the proposers own resources or through collaboration.

Please provide URL of one internet/social/digital marketing program your company has executed in the past 5 years that successfully reached a domestic multicultural audience. Include objectives, results, and how success was measured. Also, list proposer's team members who worked on the campaign and describe each team member's responsibilities. Please note which of the team members are currently on staff with proposer and which would be brought to the team through collaboration (e.g., contractor/subcontractor, partnership, joint venture, etc.).

Experience/Personnel and Production Resources

- Provide a list of team members who would work on the account and indicate which team members would be solely dedicated to the account. Also note which, if any, members work on other tourism industry accounts. Include:
 - Name
 - Job Title/Responsibilities (note: job titles must match those listed in hourly rate proposal)
 - Number of Years in Current Position
 - Tourism Account Experience
 - Brief Summary of Work and Education History
- Please note that the selected contractor may be required to secure prior written approval for changes of key personnel assigned to the account. The State will not unreasonably deny approval of changes.*
- Provide an organization chart or narrative to explain the intra-agency relationships, managerial structure, and any contractual relationships (e.g., sub-contractors) for the provision of services of this account.
 - List all services that the company offers. Indicate those services that utilize subcontractor(s).
 - If proposer plans to use subcontractors to accomplish the tasks described above, submit a statement acknowledging proposer's ultimate and total responsibility for all services and deliverables provided under the contract.

Methodology

Describe the proposer's approach to performance for the State account including:

- Methodology for identifying client's needs;
- Methodology and technical approach for porting LouisianaTravel.com and the ancillary sites site to proposer's web hosting service;
- Methodology for website hosting including: physical, website, user, data and encryption/SSL data-in- transit security; reliability; bandwidth scalability; power, HVAC and data circuit redundancy; and data backup/restore and time to recover and restore hosting service following data center destruction, server failure or data loss.
- Methodology for monitoring, measuring, and evaluating success factors and quality of work, such as web analytics, conversion, market research, social research, and focus groups;
- Means to ensure timely delivery of services;
- Process for ensuring communication of the above to State;
- A description of the proposer's accounting and billing practices, to include a description of the proposer's system for tracking the status of projects and budget expenditures.

Company Background and Financial Stability

- Submit letter of good standing from the proposer's bank and two credit references;
- Complete and submit the Company Background Information Sheet (Attachment A);
- Provide a compilation of financial statements for the past two years prepared by a Certified Public Accountant.

Cost

A proposer's grade on cost is tied to three numbers: the proposer's Annual Hosting Cost, Media Placement Commission Rate and the proposer's Hourly Rate.

- Proposer's web hosting rate shall reflect the annual cost for hosting LouisianaTravel.com and its ancillary websites;
- Proposer's hourly rates shall reflect the cost of labor and any additional expenses that will not be reimbursed separately.
- Expenses to be reimbursed separately, which must be approved by the State and accompanied by proper documentation, may include travel (in accordance with Policies and Procedures Memorandum (PPM) 49, the Louisiana State Travel Regulations), printing and postage, shipping, copies, and subcontractor expenses. *Note: Refer to Attachment E, Standard Sample Contract, Item 3(b)(vi)(13) regarding travel to Baton Rouge*
- Each proposer must submit its cost proposal on the form labeled "Cost Proposal" (Attachment B) or an exact duplicate thereof.

References

Provide a minimum of three (3) current client references (Do not include agencies within the Office of the Lieutenant Governor or DCRT as references). Include company name, contact name, email address, and phone number. Note which companies with whom proposer has worked for 3+ consecutive years. It is the proposer's responsibility to ensure that all contact information is correct. A maximum of 3 attempts will be made to contact each reference. References will be asked approximately 5 "yes" or "no" questions regarding their experience working with proposer and a set number of points will be assigned to each question, for a total of 5 points.

Veterans and Hudson Initiative Certification

If applicable, provide Veteran and Hudson Initiative Certification (see page 19).

PART 4: SELECTION PROCEDURE AND EVALUATION CRITERIA

1. Selection Procedure

- All proposals received by the deadline will be reviewed for substantial compliance with the RFP and for fulfillment of the mandatory requirements. Proposals that are late, non-compliant, or fail to meet the minimum mandatory requirements will not be evaluated.
- Proposals that are timely, compliant, and meet the minimum mandatory requirements will be reviewed by the Evaluation Committee, by Component, in accordance with the Evaluation Criteria listed on the Sample Grading Sheet, Attachment C.
- The Evaluation Committee will be comprised of up to ten representatives from the OLG/DCRT staff and representatives from the tourism industry who are state employees or employees of political subdivisions of the state. The State reserves the right to invite other personnel to review the proposals and sit in on any presentations. However, only members of the Evaluation Committee will grade the proposals (and oral presentations, if any).
- If the Evaluation Committee determines, it may make an award based on the written proposals alone for one or more of the Components. The Evaluation Committee may opt not to have oral presentations.
- The Evaluation Committee will only invite to the oral presentation those proposers determined to be reasonably susceptible of being selected to receive a contract award.
- Proposers will be expected to present a recommended consumer campaign for the State. Selected proposers can also utilize the oral presentations as an opportunity to clarify/elaborate on their proposals, in response to committee inquiries.

2. Veteran and Hudson Initiatives

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

Ten percent (10%) of the total evaluation points on this RFP are reserved for Proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

Proposer Status and Reserved Points:

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurship to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in its proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (R.S 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 et. seq.) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymouse?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (e.g. alphabetized list of all certified vendors, by commodities, etc.) and select Smalle, VSE, or DVSE.

3. Grading, Preliminary Round – All Components

Proposals that meet mandatory requirements will be evaluated using the following factors and weights:

COMPONENTS 1, 2 & 3:

Creativity and Effectiveness

30 points

- How well did the proposer meet the objectives?
- Level of uniqueness of concepts.

Multicultural Marketing Experience

5 points

- Degree of experience in marketing to Multicultural markets
- How well has the proposer met previous objectives when marketing to Multicultural markets?

Experience/Personnel, and Production Resources

15 points

- Depth of team members with experience in Tourism industry-related accounts.
- Has the majority of the team been with the proposer more than 2 years?
- Does the majority of the team have more than 5 years' experience in their field?

Methodology

5 points

- How well the methodology ensures a consistent quality of work
- Quality of proposer's practices set to ensure a consistent quality of work
- Degree of systems in place to deliver needed product in a timely manner

Financial Stability

5 points

- Strength of evidence that the proposer is financially able to provide this service, if selected
- Do the historical records show consistent positive financial standing and practices?

Cost of Services

25 points

- The Evaluation Committee will receive a chart with all supplied rates by proposers.
- Cost will be calculated in Cost Proposal Form (Attachment B).

References

5 points

- Does the proposer show depth in tourism-related accounts?
- Were a sufficient number of contacts with complete contact information provided?
- Did past and/or present clients give proposer favorable reviews?

Veteran and Hudson Initiative

Up to a total of 10 points

- Is the proposer a certified small entrepreneurship?
- If the proposer is not a certified small entrepreneurship, has proposer engaged one or more certified small entrepreneurship to participate as subcontractors or distributors?

4. Grading, Final Round (At the State's Option)

If the Evaluation Committee determines that it needs additional information about the proposers on one or more Components, the Evaluation Committee may invite proposers to participate in an oral presentation. The Evaluation Committee will only invite to the oral presentation those proposers who, based on their scores, are determined to be reasonably susceptible of being selected to receive a contract award.

Proposers may not necessarily need to prepare any additional information for the oral presentation, unless specifically requested by the Evaluation Committee. The oral presentations are an opportunity for the proposers to clarify and elaborate on their proposals, in response to committee members' inquiries or otherwise, thereby providing the Evaluation Committee more information on the Criteria by which the proposers are evaluated.

If selected to present to the Evaluation Committee, proposers may be expected to prepare and present a proposed new consumer campaign. The details of the presentation, if any, will be included in the proposers' invitation.

If the Evaluation Committee opts to have oral presentations, the Evaluation Committee will complete a NEW grading sheet for each proposer for this “Final Round.” Equipped with more complete information, the Evaluation Committee will grade each proposer according to the criteria listed on the Sample Grading Sheet – Final Round (Attachment D). The Grading Sheet for the Final Round is different from the Grading Sheet for the Preliminary Round. The grades on the Final Grading Sheets will be based on information from the presentation and the proposal. Proposer’s scores in the preliminary round for Cost and Veterans and Hudson Initiatives will be carried over to the Final Round.

Each member of the Evaluation Committee will be provided with his/her grading sheets from the Preliminary Round (which scores were based on the written proposals alone), to use as a reference-

The scores from the Preliminary Round and the Final Round are not averaged, added, or combined in any way. The scores in the Final Round of grading will replace the scores in the First Round of grading. The scores in the Final Round shall reflect both the written proposal AND any additional information learned in the oral presentation. The grades on the Final Grading Sheets are the Final Scores.

To reiterate, the Evaluation Committee may choose not to hold a Final Round of oral presentations. If the Evaluation Committee chooses not to have a Final Round of oral presentations, the scores assigned to the proposers will be based on the written proposals alone.

Proposers will be ranked according to the scores received. The proposer with the highest-ranking proposal will be notified of the outcome, as will the other proposers.

Oral presentations will be evaluated using the following factors and weights:

Creativity and Effectiveness	25 points
<ul style="list-style-type: none">• How well did the proposer meet the objectives?• Level of uniqueness of concepts.	
Multicultural Marketing Experience	5 points
<ul style="list-style-type: none">• Degree of experience in marketing to Multicultural markets• How well has the proposer met previous objectives when marketing to Multicultural markets?	
Experience/Personnel, and Production Resources	15 points
<ul style="list-style-type: none">• Depth of team members with experience in Tourism industry-related accounts.• Has the majority of the team been with the proposer more than 2 years?• Does the majority of the team have more than 5 years’ experience in their field?	
Cost of Services	25 points
<ul style="list-style-type: none">• Proposer’s score from preliminary round will carry over to final round.	
References	5 Points
<ul style="list-style-type: none">• Does the proposer show depth in tourism-related accounts?• Were a sufficient number of contacts with complete contact information provided?• Did past and/or present clients give proposer favorable reviews?	
Veteran and Hudson Initiative	Up to a total of 10 points
<ul style="list-style-type: none">• Proposer’s score from preliminary round will carry over to final round.	
Final Presentation	15 points

5. Notification and Selection.

Proposers will be ranked by Component according to the scores received. The proposer with the highest score for a Component will be recommended for award. The proposers with the highest-ranking proposals for each Component will be notified of the outcome, as will the other proposers. It is hoped

that any contract let via this RFP will be negotiated, executed, and approved before the start of the new fiscal year (July 1, 2014).

If contract negotiations with the selected Proposer cannot be concluded within 30 days following selection, State may, at its discretion, immediately discontinue negotiations with the selected Proposer and may commence negotiations with the next highest scored Proposer.

ATTACHMENT A

Company Background Information

(Please provide the information in the order requested. If you require additional space, you may attach extra pages.)

1. Name of Company _____ Year Founded _____

2. Form of Business (e.g., corporation, limited liability company) _____

3. Parent Company or Affiliates _____

4. Location of Office(s) _____ Number of Employees _____

5. Please List All In-house Services

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

6. Will you use third parties for any of the services provided under this contract?

If yes, whom? _____

For which services? _____

7. Please list all current tourism industry accounts signed with your company.

8. Has your company operated at a profit for at least three of the past five years? Explain.

9. What would you consider to be your company's strongest area of expertise?

10. Describe three (3) of your company's most significant achievements over the last three years.

ATTACHMENT B

Cost Proposal for COMPONENT 1

Proposer's Name: _____

Proposers are advised that the terms of the contract to be awarded to the successful proposer may limit the direct, hourly labor rate by title (or equivalent functional category) to the rates provided.

Step 1. Propose direct, hourly rates in the format provided below for **all** proposed team members and services provided within your proposal. **Titles below are for reference/example only. Titles of all personnel listed in your proposal under "Experience/Personnel and Production Resources" must be included in this list. One title per line, even if two different positions/titles are paid the same hourly rate. NOTE: DCRT will NOT pay for services that it considers "the cost of doing business" such as accounting/administrative personnel.**

Title	<u>Hourly Rate, in dollars per hour</u>
Creative Director	
Assoc. Creative Director	
Copy Writer	
Art Director	
Production Supervisor	
Account Principal	
Account Manager	
Account Executive	

Step 2: Propose the media commission rate that that will incorporate all costs for media research, planning, negotiation, tracking, pre- and post-buy analysis, and placement. **IF YOU ARE PROPOSING A COMMISSION OF 0%, NOTE THAT YOU ARE PROPOSING 0% BUT PROPOSE A RATE OF 1% TO AVOID A SCORE OF 0 POINTS FOR COMMISSION. IF AWARDED A CONTRACT, 0% WILL BE THE CONTRACTED COMMISSION RATE.**

PROPOSED MEDIA COMMISSION RATE: _____ % of Gross

EXAMPLE

The standard industry mark-up on advertising is 15%. The gross cost of a net media buy of \$1,000 is \$1,176.47 ($\$1,000 / .85 = \$1,176.47$ gross)

Proposed commission rate is the percentage of the gross, which is added to the net.

Media buy of \$1,000 net = \$1,176.47 gross

15% commission = \$176.47 (15% of \$1,176.47)

Contractor invoices State \$1,000 (net) + \$176.47 (15% commission) = \$1,176.47 total cost to State

10% commission = \$117.65 (10% of \$1,176.47)

Contractor invoices State \$1,000 (net) + \$117.65 (10% commission) = \$1,117.65 total cost to State

5% commission = \$58.82 (5% of \$1,176.47)

Contractor invoices State \$1,000 (net) + \$58.82 (5% commission) = \$1,058.82 total cost to State

Step 3: The Evaluation Committee will grade the Proposers' cost proposals for Component 1 in accordance with the following formula:

Average hourly rate: maximum 12.5 points

Lowest Proposed Average Hourly Rate *divided by* Proposer's Average Hourly rate x 12.5 = Grade for Hourly Rate

Media Commission Rate: maximum 12.5 points

Lowest Proposed Media Commission Rate *divided by* Proposer's Media Commission Rate x 12.5 = Grade for Media Commission Rate

Members of the Evaluation Committee will add the 2 scores together to determine the grade for "Relative Cost of Services" out of a total possible maximum of 25 points.

ATTACHMENT B - cont.

Cost Proposal for COMPONENT 2

Proposer's Name _____

Proposers are advised that the terms of the contract to be awarded to the successful proposer may limit the direct, hourly labor rate by title (or equivalent functional category) to the rates provided.

Step 1. Propose direct, hourly rates in the format provided below for **all** proposed team members and services provided within your proposal. **Titles below are for reference/example only. Titles of all personnel listed in your proposal under “Experience/Personnel and Production Resources” must be included in this list. One title per line, even if two different positions/titles are paid the same hourly rate. NOTE: DCRT will NOT pay for services that it considers “the cost of doing business” such as accounting/administrative personnel.**

<u>Title</u>	<u>Hourly Rate, in Dollars per hour</u>
Copywriter	
Account Principal	
Account Manager	
Account Executive	

Step 2: The Evaluation Committee will grade the Proposers' cost proposals for Component 2 in accordance with the following formula:

Lowest Proposed Average Hourly Rate ***divided by*** Proposer's Average Hourly Rate x 25 = Grade for Hourly Rate

Members of the Evaluation Committee will use this score to determine the grade for “Relative Cost of Services” out of a total possible maximum of 25 points.

***Cost scores for Component 2 are based solely on hourly rates.**

ATTACHMENT B - cont.

Cost Proposal for COMPONENT 3

Proposer's Name _____

Proposers are advised that the terms of the contract to be awarded to the successful proposer may limit the direct, hourly labor rate by title (or equivalent functional category) to the rates provided.

Step 1. Propose direct, hourly rates in the format provided below for **all** proposed team members and services provided within your proposal. Titles below are for reference/example only. **Titles below are for reference/example only. Titles of all personnel listed in your proposal under “Experience/Personnel and Production Resources” must be included in this list. One title per line, even if two different positions/titles are paid the same hourly rate. NOTE: DCRT will NOT pay for services that it considers “the cost of doing business” such as accounting/administrative personnel.**

Title	<u>Hourly Rate, in dollars per hour</u>
Art Director	
Web Development	
Copy Writer	
Web Editor	
Programmer	
Account Principal	
Account Manager	
Account Executive	

Step 2:

Propose the media commission rate that that will incorporate all costs for media research, planning, negotiation, tracking, pre- and post-buy analysis, and placement. **IF YOU ARE PROPOSING A COMMISSION OF 0%, NOTE THAT YOU ARE PROPOSING 0% BUT PROPOSE A RATE OF 1% TO AVOID A SCORE OF 0 POINTS FOR COMMISSION. (IF AWARDED A CONTRACT, 0% WILL BE THE CONTRACTED COMMISSION RATE.)**

PROPOSED MEDIA COMMISSION RATE: _____ % of Gross

EXAMPLE

The standard industry mark-up on advertising is 15%. The gross cost of a net media buy of \$1,000 is \$1,176.47 ($\$1,000 / .85 = \$1,176.47$ gross)

Proposed commission rate is the percentage of the gross, which is added to the net.

Media buy of \$1,000 net = \$1,176.47 gross

15% commission = \$176.47 (15% of \$1,176.47)

Contractor invoices State \$1,000 (net) + \$176.47 (15% commission) = \$1,176.47 total cost to State

10% commission = \$117.65 (10% of \$1,176.47)

Contractor invoices State \$1,000 (net) + \$117.65 (10% commission) = \$1,117.65 total cost to State

5% commission = \$58.82 (5% of \$1,176.47)

Contractor invoices State \$1,000 (net) + \$58.82 (5% commission) = \$1,058.82 total cost to State

Step 3: Propose the annual cost for hosting LouisianaTravel.com and its ancillary websites.

IF YOU ARE PROPOSING AN ANNUAL HOSTING COST OF \$0.00, NOTE THAT YOU ARE PROPOSING \$0.00, BUT PROPOSE A RATE OF \$1.00 TO AVOID A SCORE OF 0 POINTS FOR HOSTING. (IF AWARDED A CONTRACT, \$0.00 WILL BE THE CONTRACTED ANNUAL HOSTING COST.)

PROPOSED ANNUAL HOSTING COST: \$ _____

Step 4: The Evaluation Committee will grade the Proposers' cost proposals for Component 3 in accordance with the following formulas:

Average hourly rate: maximum 15 points

Lowest Proposed Average Hourly Rate *divided by* Proposer's Average Hourly Rate x 15 = Grade for Hourly Rate

Media Commission Rate: maximum 5 points

Lowest Proposed Media Commission Rate *divided by* Proposer's Media Commission Rate x 5 = Grade for Media Commission Rate

Annual Hosting Cost: maximum 5 points

Lowest Proposed Annual Hosting Cost *divided by* Proposer's Annual Hosting Cost x 5 = Grade for Annual Hosting Cost

Members of the Evaluation Committee will add the 3 scores together to determine the grade for "Relative Cost of Services" out of a total possible maximum of 25 points.

ATTACHMENT C
Sample Grading Sheet – PRELIMINARY ROUND
Components 1, 2 & 3

Proposer's Name _____

Proposed Component (circle one) 1 2 3

Proposal Review

Criteria	Max. Points	Score
Creativity & Effectiveness	30	
Multicultural Marketing Experience	5	
Experience & Resources	15	
Methodology	5	
Financial Stability	5	
Cost of Services	25	
References	5	
Veterans and Hudson Initiatives	10	
Total	100	

TOTAL POSSIBLE POINTS

100

EVALUATION COMMITTEE MEMBER:

Print name _____

Signature _____

Date / /

ATTACHMENT D
Sample Grading Sheet – FINAL ROUND (Oral Presentations)
Components 1, 2 & 3

Proposer's Name _____

Proposed Component (circle one) 1 2 3

Oral Presentation Review

Criteria	Max. Points	Score
Creativity & Effectiveness	25	
Multicultural Marketing Experience	5	
Experience & Resources	15	
Cost of Services (<i>proposer's preliminary round score will carry over to final round</i>)	25	
References	5	
Veterans and Hudson Initiative (<i>proposer's preliminary round score will carry over to final round</i>)	10	
Final Presentation	15	
Total	100	

TOTAL POSSIBLE POINTS

100

EVALUATION COMMITTEE MEMBER:

Print name _____

Signature _____

Date ____ / ____ / ____

Attachment E STANDARD SAMPLE CONTRACT – COMPONENT 1

STATE OF LOUISIANA PARISH OF EAST BATON ROUGE

CONTRACT

BE IT KNOWN, that the State of Louisiana, Office of the Lieutenant Governor, Department of Culture, Recreation and Tourism, hereinafter sometimes referred to as “State” or “DCRT,” and _____, located at _____, hereinafter sometimes referred to as “Contractor,” do hereby enter into this contract under the terms and conditions provided herein.

1) Background

In 2013, the State issued a Request for Proposals to identify a single or multiple contractors to assist the State in the development and implementation of a marketing campaign (“Campaign”) that will help the State achieve the Objectives outlined and further defined in the State’s Strategic Plan.

The Campaign will be developed and implemented by contractors working collaboratively in three (3) essential areas, which are referred to as “Components”:

- Component 1. Creative/Marketing/Media/Brand Identity
- Component 2. Public Relations
- Component 3. Internet/Social/Digital Marketing

All services rendered under this contract shall be research-based, shall endeavor to produce measurable results, shall endeavor to demonstrate a positive return on investment, and shall be performed in accordance with the State’s Strategic Plan.

2) Definitions

For purposes of this contract, the parties agree to the definitions provided in the Glossary, Exhibit 1, which is by this reference incorporated into the terms of this Contract.

3) Scope of Services

a) Brief Description

Contractor shall provide services for Component 1, which include the development and implementation of a comprehensive, research-based Marketing and Communications Plan, strategically designed to achieve the marketing objectives of the State. The Campaign shall integrate advertising, public relations, multicultural strategies, internet-based marketing, product development, sponsorships, promotions, industry sales, brand development and any other approved initiatives that further the Objectives set forth herein, in collaboration with other State-selected contractors.

As Contractor for Component 1, the overall Marketing and Communications Plan or “Campaign”, Contractor may be required to perform some or all of the following tasks:

- Assist in the overall creation of marketing strategy and brand positioning;
- Marketing/media research, analysis and recommendations;
- Creative development and implementation of assigned marketing programs; including but not limited to Multicultural Marketing
- Establish brand standards;
- Negotiate on behalf of the State for the most cost-efficient marketing programs;

- Identify and establish appropriate private/public partnerships;
- Account management, including status reports and project calendars.

All services shall be performed under the direct supervision of the Contract Monitor, her designee(s), supervisor(s) or successor(s).

b) Detailed Description of Services

Contractor shall direct, supervise, coordinate and lead in creating and implementing a fully integrated domestic and international Campaign, including both long-range and short-range strategies in collaboration with other State-selected contractors. As part of the Campaign, the Contractor may be required to perform some or all of the following:

i) Creativity

- (1) Develop and execute to completion, an approved research-based project, inclusive of creative concepts, to be used for multiple media outlets, including print, television, radio and other media. Contractor shall also be responsible for the development of creative materials required to support the work of other State-selected contractors assigned to the various other Components (as approved and directed by the State). All creative materials will be reviewed and approved in writing by the State, prior to submission to media outlets.
- (2) Perform all media production services to develop and deliver appropriate creative materials for all marketing and promotional programs related to Component 1, in accordance with an approved media schedule. Services shall include, but are not limited to, creative concept, graphic design, photography, videography, digital or electronic media creation and direction, radio production, editing, dubbing, writing copy, illustration, casting, talent and ownership negotiations, layout, pre-press and printing, proofing, translation, and obtaining the necessary rights to use all talent, copyrighted or trademarked materials, information, images, sound or property.
- (3) "Refresh" existing materials using creativity until such time as new materials have been developed.
- (4) Prepare all mechanical art and/or acquire all necessary artwork, photographs, negatives, separations, etc. that are required for the production of advertisements and other materials.
- (5) Through collaboration with other selected contractors, produce all other collateral materials in support of the Campaign.
- (6) Acquire, store, manage, and maintain the State's visual assets (including photography, video and film footage, etc.), and all documents, materials, creative work product developed in connection with this contract.
- (7) Maintain documentation/information that sets forth the State's rights and/or limitations on use of the State's visual assets.
- (8) Provide Crisis Management in conjunction with the other state-selected contractors as directed and as needed by the State.
- (9) Coordinate all inquiry response materials, postal activities, and toll-free phone needs.
- (10) Assist in the planning and production of special events.
- (11) Perform all research necessary to support the activities described above.
- (12) Create and use an approved performance measurement system to measure, analyze and report results of all activities described above.

ii) Media

- (1) For each proposed media purchase, Contractor must provide market demographics, flight dates, Gross Rating Point (GRP) level, Cost Per Point (CPP) and Cost per Mille (CPM).
- (2) Contractor must provide post-analysis for each market, including actual GRPs delivered,

station affidavits, and a full accounting of any/all “make-goods”.

- (3) Negotiate, place, purchase, and traffic media in a timely and professional manner to take advantage of discounts, special promotions, media position, and added-value opportunities that may benefit the State.
- (4) Administer approved marketing and media partnerships and/or sponsorship programs that maximize the use of available funds in specific areas as directed by the State.
- (5) Provide an updated media schedule monthly detailing media outlets, insertion dates, rack rates, negotiated rates on behalf of the State, added value components, and agency commissions.
- (6) Develop and manage partner cooperative advertising programs in association with approved media plans and/or on-line marketing strategies, to include identification of cooperative opportunities, solicitation of partner participation, recommendation of pricing, and preparation and distribution of sales and other collateral material to partners.
- (7) Provide a quarterly updated schedule of partner participation in cooperative advertising programs, detailing partner participation levels.
- (8) Field, evaluate, make recommendations (to State), and respond to unsolicited advertising opportunities.
- (9) Provide State traffic reports to determine if media was placed as requested and provide post-buy analyses and media audits of advertising campaigns.

iii) Procedures for Project Initiation, Approval and Measurement

- (1) Prior to commencing any specific work, initiative, program, promotion, public/private partnership, or other project under this contract (“Project”), the Contractor shall request written approval from the State, to include the following information:
 - (i) A high-level description of the Project, including:
 - Research justification
 - Creative and/or artistic concept
 - Cost estimate including, if applicable, personnel costs, billable hours, third party expenses, media costs, materials, etc. The cost shall include a statement of which costs, if any, are covered by media commission.
 - Estimated completion date for said project.
 - Sources for any services to be provided by non-Contractor personnel. For any Project that includes subcontractors or other vendors, the Contractor shall invite at least one or more Louisiana-based providers to submit proposals, bids, resumés, and/or price quotes for consideration by the Contractor in awarding work to such providers.
 - (ii) Contractor shall submit upon request, a cost-benefit analysis or a projection/calculation/forecast of the prospective value of the final Project, along with proposed performance measurements and monitoring plan.

iv) Rights of the State

- (1) The State will document receipt of all Project proposals. The Contractor shall only have the authority to commence work upon its receipt of the State’s written approval of the Project.
- (2) In order to receive written approval, re-writes and re-designs may be required of the Contractor.
- (3) The State may cancel any scheduled Project due to non-availability of funds.
- (4) All newly created materials must be reviewed and approved in writing by State prior to submission to media outlets.
- (5) Upon request, following the completion of a Project, the Contractor shall evaluate the

Project and provide the State a written analysis on the value derived, compared with the projection/calculation/forecast as relates to the specific performance measurements.

- (6) Contractor must obtain approval from the State before contracting with tourism industry partners/competitors.

v) **Product Research**

- (1) Contractor shall travel to locations around the state to meet with owners and operators of attractions and other industry stakeholders to assess the outcome of the marketing efforts.
- (2) Contractor shall ensure the Contractor's key personnel familiarize themselves with:
 - The Louisiana Tourism customer;
 - Consumer trends that may be relevant to State's marketing programs;
 - The Louisiana "product";
 - The travel and tourism industry; and
 - Relevant research provided by the State and its contracted marketing research vendors.
- (3) Any/all research project(s) done on behalf of the State must be first approved by DCRT/LOT's Research and Development Division.
- (4) Any/all third-party research to be used for a recommendation to the State must be first reviewed for validity by DCRT/LOT's Research and Development Division.

vi) **Account Services, Accountability and Business Support**

- 1) Contractor shall provide account supervision and documentation, and shall communicate with the State on the status and timeline of all Projects requested and/or approved by the State. Monthly, bi-annual, and year-end account management reports, including progress reports and budget reports itemized by Project, shall be provided to the State.
- 2) Contractor shall provide State the necessary reports, estimates, accounting documentation, and other financial information as necessary to comply with the contract's terms and conditions.
- 3) Contractor shall retain all correspondence, records and reports, including financial and procurement transactions during the term of the contract and for a period of three years subsequent to the termination date of the contract, for audit purposes.
- 4) Contractor shall fully disclose and credit to State all discounts and special offers allowed by suppliers of goods and services purchased on behalf of State.
- 5) Contractor shall provide documentation for reimbursement of ordinary photocopying, mailing, and shipping services.
- 6) Upon State's request, Contractor shall make oral or written presentations regarding the State's marketing campaigns and components thereof at meetings, conferences, and other events as requested. Upon request, Contractor shall travel to and participate in (a) the Travel and Tourism Summit; (b) meetings of the Louisiana Tourism Development Commission and the Louisiana Tourism Promotion District; (c) meetings of the Louisiana Restaurant Association and Hotel and Lodging Association; (d) the Gulf South chapter of the Travel and Tourism Research Association; (e) Louisiana Association of Convention and Visitors Bureaus; (f) the Louisiana Travel Promotion Association; and (g) other travel as requested by the State.
- 7) Contractor shall agree that any and all rights, titles and interests whatsoever, including all rights to intellectual property, in work acquired or produced in connection with this contract, whether provided by the Contractor, any subcontractor, or other party, shall lie exclusively with the State, except as may be otherwise provided in any applicable Third Party Approvals (defined in Section 25) approved by separate, written agreement. The Contractors shall ensure publication and duplication rights are secured to the State prior to delivery, and shall inform the State in writing of any use restrictions under all

applicable Third Party Approvals first obtained by Contractor after the effective date of this contract. All intellectual property first developed by Contractor for the State under this contract shall, to the fullest extent permitted by law, constitute “work for hire” under the United States copyrights law. The State, as sole owner of all intellectual property developed under this contract (subject to Third Party Approvals), reserves the exclusive right to use, publish, or reproduce the intellectual property in whole or in part, in any media now known or later developed, and to authorize others to do so. The Contractor shall obtain for the State all necessary and customary rights sufficient for the intended use of the work. In connection with specific projects, the State may direct Contractor to acquire rights for the State in excess of the customary rights, up to and including all elements of copyright, the legal costs of which, if any, shall be borne by the State. Except as otherwise provided in Section 21, the Contractor shall further defend, protect, hold harmless and indemnify the State, its employees and agents in any challenge to said rights.

- 8) Contractor shall provide monthly, six-month, and year-end accounting of all monies expended. The statement shall include a breakdown of commissions earned from media placements, charges for work performed within all work categories, charges for services provided by third party vendors, and the value of services provided at no charge. The Contractor shall maintain budget status control and appropriate records that may be audited by the responsible agencies of state government. The Contractor shall handle all details of payment of media by furnishing billing, accounting, and substantiation for all media placed.
- 9) Contractor shall provide usual and customary account services and account management, including meetings and consultation regarding advertising. Scheduled meetings with the Director of Programs and Services may be held monthly in various locations throughout Louisiana. Weekly conference calls may be held to discuss the progress of ongoing projects.
- 10) Contractor shall be responsible for ensuring that there are no errors or oversights in the final work products for Component 1, including, but not limited to, advertising, direct mail pieces, publications, press releases, collateral materials, video, CD and audio tapes or other items produced, including materials produced for domestic and international markets in English and foreign languages. The costs of correcting errors or oversights shall be the responsibility of the Contractor. However, the Contractor shall not be financially responsible for correcting errors in substantive content resulting from erroneous information presented to the Contractor by the State or other third parties, including convention and visitors bureaus or similar organizations, industry or trade organizations, attractions, or other businesses, organizations, and individuals.
- 11) The Contractor shall prepare written confirmation of discussions pertinent to substantive elements of the marketing and advertising program from meetings or telephone conversations during the life of the contract so that the State can confirm and verify said discussions.
- 12) Contractor shall comply with all applicable laws, rules, policies and procedures of the State of Louisiana, including relating to travel and ethics.
- 13) Unless pre-approved by the State, Contractor shall not bill the State for travel time or travel costs for travel to Baton Rouge. Contractor shall not bill the State for time or travel costs to attend Louisiana Tourism Summit or any other industry meeting/event unless pre-approved by the State. Contractor cannot bill for time to prepare unsolicited work orders/proposals.
- 14) Contractor may bill for time spent preparing work orders requested by the State.

4) Hudson/Veterans Reporting Requirements

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

5) Substitution of Key Personnel

The Contractor's personnel assigned to this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his proposal.

6) Payment Terms

In consideration of the services described herein, the State hereby agrees to pay the Contractor a maximum fee of \$_____ subject to full funding by the Legislature, budget reductions and approval of the Louisiana Tourism Promotion District.

Travel and other reimbursable expenses constitute part of the total maximum payable under the contract and will be reimbursed in accordance with Louisiana Division of Administration Policy and Procedure Memorandum 49 (the State General Travel Regulations).

Payment will be made within sixty (60) days of receipt of invoice by the State.

Payments will be made only upon approval of the Contract Monitor, her designee(s), supervisors, or successors, as follows:

- a) For media advertising placed by the Contractor, Contractor will earn ____% gross commission (e.g. \$10,000 net = \$11,764.71 gross. ____% of gross added to net (\$10,000) = total invoiced to State)
- b) State agrees to pay the Contractor at the rate of \$_____per hour for services with the exception of those employee services described in section 3(b)(ii) for media research, planning, and placement and traffic management.
- c) Excepted services are deemed fully compensated by the media commissions earned through placement of advertising by the Contractor on behalf of the State. All other services not referred to specifically in the contract shall be compensated at the rate of \$___ per hour, except as provided in the following rate schedule:

<u>FUNCTION</u>	<u>PER HOUR</u>
Account Director	\$
Management Supervisor	\$
Account Executive	\$
Assistant Account Executive	\$
Creative Director	\$
Art Director	\$
Copywriter	\$
Production Supervisor	\$

- d) Expenses, viz. telephone, telegraph charges, telefax services, materials for meeting preparations and presentations, meeting expenses, ground and air freight shipping, delivery and postage, and other expenses incurred in the course of performing the services required under this contract will be billed to the State on a cost basis **except** for normal business long distance calls made within the state.

The Contractor may also bill the State on a cost basis for approved expenses that include, but are not limited to:

- Media production services and production of creative collateral and media support materials, e.g., graphic design, photography, videography, digital or electronic media creation and direction, radio production, editing, dubbing, writing copy, illustration, casting, talent and ownership negotiations, layout, pre-press and printing, proofing, translation, and obtaining the necessary rights to use all talent, copyrighted or trademarked materials, information, images, sounds, or property; preparing mechanical art and/or advertisements and other materials.
- Services and expenses required to store, manage and maintain the State's visual assets (including photography, video and film footage, etc.), and all documents, materials, creative work product developed in connection with this contracts.
- Media placement and marketing initiatives including media partnerships, sponsorship programs, familiarization tours (including hotel rooms, meals, admission to attractions, transportation), trade shows (including travel, registration and production of trade show booths), and sales missions; marketing support services such as answering services and inquiry fulfillment, and membership in Louisiana Press Association and Louisiana Association of Broadcasters on behalf of the State.

- e) Contractor shall invoice the State monthly for labor hours and expenses produced at rates specified in this section.

Contractor shall submit original invoices, which shall be accompanied by an itemized description of what is being billed. Timesheets shall include employee name, date work was performed, brief description of work performed, and number of hours spent on described task. Invoice must include the project number, the approved cost estimate(s), a description of the project and update of the status, and a cost allocation breakdown, which is a detailed hourly breakdown of each charge, as indicated and described above.

Upon completion of a project, the written analysis should be provided with final billable hours for the Project. Analysis should be submitted within 28 days of completion of project and should include a list of participating partners (e.g., Convention and Visitors Bureaus, industry partners, subcontractors), if applicable, and Contractor's recommendation/explanation of whether or not program should be repeated.

- f) The State will only be invoiced for expenses related to meetings between the Contractor and the State when expenses are pre-approved by the State and pertain to a pre-approved Project. Time and expenses incurred for said meetings will be accounted for in the pre-approved Project budget.
- g) The Contractor may invoice the State for attending meetings with industry personnel, professionals, associations or entities only if attendance is pre-approved by the State. The State will reimburse Contractor's travel and other expenses according to Policies and Procedures Memorandum (PPM) 49 guidelines. Unless travel time is pre-approved by the State, hourly rates apply once the Contractor reaches his/her destination.
- h) All valid invoices shall be received by the State no later than Ten (10) days after expiration of this

contract.

7) Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this contract and/or legislative appropriation shall be Contractor's obligation under identification number _____.

8) Termination for Cause

The State may terminate this contract with thirty (30) days written notice for cause based upon the failure of Contractor to comply with the terms and/or conditions of the contract; provided that the State shall give Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place Contractor in default and the contract shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

9) Termination for Convenience

The State may terminate the contract at any time by giving thirty (30) days written notice to the Contractor. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

10) Remedies

Any claim or controversy arising out of this agreement shall be resolved by the provisions of La. R.S. 39:1524 - 1526.

11) Indemnification

Contractor shall indemnify and hold harmless the State against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from or by reason of any negligent act or omission, operation or work of the Contractor, his agents, servants, or employees while engaged upon or in connection with the services or performed by the Contractor hereunder.

12) Fund Use

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

13) Insurance

Contractor shall obtain and maintain insurance of the types and in the amounts set forth in Exhibit 3.

14) Ownership

All records, reports, documents and other material delivered or transmitted to Contractor by the State shall remain the property of the State, and shall be returned by Contractor to the State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the

performance of the services contracted for herein, including intellectual property rights in such material, shall become the property of the State, and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of this contract.

15) Assignment

Contractor shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Contractor from the State may be assigned to a bank, trust company or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

16) Auditors

It is hereby agreed that in accordance with La. R.S. 24:513, the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and DCRT auditors shall have the option of auditing all accounts of Contractor which relate to this contract.

17) Fiscal Funding

The continuation of this contract is contingent upon legislative appropriation of funds to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. Termination of this contract pursuant to this section shall not affect Contractor's rights to payment of all amounts earned by Contractor prior to the date of termination.

18) Term of Contract

This contract shall begin on July 1, 2014 and shall terminate on June 30, 2015. An option to renew contract for up to two additional years may be exercised at the discretion of the State, with concurrence of the Contractor. Such renewal would be accomplished through an amendment of this contract.

19) Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

20) Subcontractors

The Contractor may, with prior written permission from the State, enter into subcontracts with third

parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The contractor will be the single point of contact for all subcontractor work.

21) Discrimination Clause

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

22) Amendment Clause

Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration.

23) Applicable Law

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

24) Ethics

The Contractor must be knowledgeable of and abide by all applicable provisions of federal, state, and local law, including the Louisiana Code of Governmental Ethics La. R.S. 42:1101 et seq.

25) Responsibility of the Contractor

The Contractor shall obtain releases, licenses, permits or other authorization ("Third Party Approvals") to use photographs, copyrighted materials, music, art work or any other property or rights belonging to third parties obtained by the Contractor for use in performing services for the State, and the Contractor shall be responsible for any claims with respect to such use.

26) Responsibility of the State

The State shall obtain the same for any such items obtained by it which are used by the Contractor in performing such services, and shall be responsible for any claims with respect to such use. The State uses its best efforts to ensure that any information about its products and services furnished to the Contractor by the State in connection with the performance of this agreement is accurate and complete. The State will be responsible for any claims arising out of any use the Contractor makes of such information, so long as the Contractor has not caused such claims by its negligence or reckless disregard.

27) State Furnished Resources

State shall appoint a Project Coordinator for this Contract identified in Exhibit 2, Monitoring

Plan, who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Coordinator shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

28) Severability

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

29) Complete Contract

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

30) Entire Agreement Clause

This contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.

31) Order of Precedence Clause

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

32) Care of State Property

The Contractor will take every reasonable precaution to safeguard any and all of the State's property entrusted to the Contractor's custody or control.

33) Transition

It is the mutual wish and desire of both State and the Contractor to conduct a smooth, cooperative transition whenever this contract is awarded to another contractor. Therefore, the Contractor agrees to turn over to the State all documents and materials belonging to the State within forty-five (45) days prior to the termination of this contract.

34) Agency Status

It is understood by the State and by the Contractor that the Contractor shall function hereunder solely as an agent of the State and that the State assumes all liability for payment of any and all advertising charges which it approves and which are ordered by the Contractor on behalf of the State during the time period and under the terms and conditions of this contract.

THUS, DONE AND SIGNED at _____ (city), _____ (state) on the _____ day
of _____ (month), 2014.

WITNESSES:

Name of authorized agent, Title
Company Name

THUS, DONE AND SIGNED at Baton Rouge, Louisiana on the _____ day of _____ (month),
2014.

WITNESSES:

Kyle Edmiston, Assistant Secretary
Louisiana Office of Tourism

THUS, DONE AND SIGNED at Baton Rouge, Louisiana on the _____ day of _____ (month),
2014.

WITNESSES:

Charles R. Davis, Deputy Secretary
Office of the Lieutenant Governor
Department of Culture, Recreation and Tourism

Exhibit 1

Glossary

The following definitions are agreed to and have been incorporated into the terms of the contract:

Advertising - Any paid form of non-personal presentation of ideas, goods or services by an identified sponsor and directed toward the general public or, in some cases, specific prospective client groups, and conveyed by a mass medium.

Brand, Brand Name, and Branding - A brand is a product, service, or concept that is publicly distinguished from other products, services, or concepts so that it can be easily communicated and marketed. A brand name is the name of the distinctive product, service, or concept. Branding is the process of creating and disseminating the brand name. Branding can be applied to the entire corporate identity as well as to individual product and service names. In marketing, it is recognized that there is usually some kind of branding value whether or not an immediate, direct response can be measured from a particular advertisement or campaign.

Camera-ready - Artwork or advertising copy ready for the camera, that is, ready for the printer to prepare printing plates directly from the artwork

Campaign – The comprehensive, research-based marketing plan strategically designed to achieve the Objectives. The campaign shall integrate advertising, public relations, multicultural strategies, internet-based marketing, product development, sponsorships, promotions, public/private partnerships, inter-agency and inter-governmental initiatives, and other strategies.

Creative - Activities involved in the creation of marketing materials. It may include copy writing, design, photography, illustration, music, etc.

Crisis or Crisis Management - Times of crisis or crisis management refers to incidents and Acts of God such as hurricanes, flooding, etc. and other situations or events as deem necessary by the Department of Culture, Recreation and Tourism in which emergency public relations, advertising and/or Internet services are needed by the department.

Familiarization Tour (“Fam tour”) – A public relations strategy by which third parties (which may include media, tour operators, travel agents, event planners and other travel professionals) are offered free or reduced-rate trips to Louisiana in order to familiarize them with Louisiana as a travel destination and to acquaint them with what particular destinations, attractions, or suppliers have to offer.

Marketing – The discipline of determining the strategy and plans for positioning Louisiana as a travel destination in the marketplace; includes advertising, public relations, product development, and customer relations.

Marketing, Direct - Sending a promotional message directly to consumers via a mass medium; includes methods such as Direct Mail and Telemarketing.

Marketing, Multicultural - Domestic marketing that targets minority or multicultural audiences (e.g., Latinos, African-Americans).

Project – Any specific work, initiative, program, promotion, public/private partnership, or other project under this contract.

Promotion - All forms of communication other than advertising or public relations that call attention to products and services by adding value toward the purchase. Includes temporary discounts, allowances, premium offers, coupons, contests, sweepstakes, etc.

Public Relations – All of the activities that contribute to a positive third party testimonial or discussion of an entity, product, or service. PR planning includes a crisis PR element to handle any negative discussions. The main role of public relations is to gain positive coverage via third party references and endorsements without direct payment for that coverage, i.e., “earned media.”

Research - Research conducted to improve the efficacy of marketing. It may focus on a specific ad or campaign, or may be directed at a more general understanding of how advertising works or how consumers use the information in advertising. It can entail a variety of research approaches, including psychological, sociological, economic, and other perspectives. It may be quantitative or qualitative.

Tourism Industry – Collections of business firms, organizations and resources that foster or support activities of tourists, in particular by providing services.

Trade Show - Exposition held for members of a common or related industry. Not open to the general public.

Visitor – A person traveling 50 miles or more, one-way, away from home or including one or more overnights spent at the destination. These trips do not include trips commuting to/from work or school or trips taken as a flight attendant or vehicle operator.

Exhibit 2

Goals:

- To market and promote the brand of *Louisiana: Pick Your Passion* showcasing Louisiana as a travel destination;
- To increase revenue generated by the tourism industry;
- To contribute to the economic impact of tourism in all 64 parishes;
- To use effective communications and marketing strategies to increase the effectiveness, public awareness and/or impact of the programs and activities of OLG/DCRT;
- To position Louisiana as:
 - A destination with a plethora of indigenous music genres;
 - A culinary destination;
 - The “Festival Capital of the World”;
 - An outdoor enthusiasts’ dream;
 - The nation’s most distinctive cultural experience;
 - A retirement destination (Retire Louisiana Style)

Deliverables: Deliverables include a comprehensive research-based Marketing and Communications Plan inclusive of concepts and strategy, brand identity and positioning, research, data, analysis of information, creative design, market development and testing, graphic standards, media plans, evaluations, negotiations, placement of ads, meeting agendas, minutes of meetings, attendance sign-in sheets, account management and all supporting documentation for all services listed in the Scope of Services.

Performance Measures: Contractor’s performance will be measured by the State’s achievement of its objectives and performance measures contained in the State’s Strategic Plan. Additionally, each Project will be measured by its demonstrated return on investment.

Monitoring Plan: The Contract Monitor will be Misty Velasquez, her designee(s), supervisor(s) or successor(s). All cost estimates, project forecasts, analyses, reports, proofs and all documentation, drafts, etc. as described in the Scope of Services of this contract are to be delivered to the Contract Monitor. All Project proposals require written approval from the State. The Contract Monitor will provide necessary guidance, instruction, feedback and approvals so that the Contractor can render the services described in the contract under timetables determined by the parties. Contractor and the DCRT staff will meet to discuss projects and evaluate progress. Contract Monitor will ensure services are rendered and deliverables are delivered in a professional manner and in accordance with the contract. Any deficiencies will be documented and reported in the Contract Performance Evaluation, which will be submitted to the DCRT Office of Management and Finance within 45 days of the termination of this contract.

Final Utility of Services: The services rendered hereunder will be used generally to fulfill the objectives stated above on behalf of the entire DCRT/OLG, and specifically, with regard to services performed for the Office of Tourism to specifically promote and assist expansion of tourism and the tourism industry in Louisiana; increase employment opportunities for all citizens throughout the state through the orderly but accelerated development of facilities for tourism, travel and hospitality; invite visitors from this nation and foreign countries to visit Louisiana; and conduct an ongoing promotional campaign of information, advertising, and publicity to create and sustain a positive image and understanding of Louisiana (R.S. 51:1255).

Exhibit 3
Insurance Requirements for Contractors

INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance may be included in the Contractor's bid.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, the Employers Liability limit is increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. Insurance Services Office Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana) is to be used in the policy. Claims-made form is unacceptable.

3. **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana) is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana) is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party (the Contractor or the insurer) or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Agency.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance reflecting proof of required coverage. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Other Party to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Other Party to purchase and/or maintain any required insurance shall not relieve the Other Party from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for furnishing separate certificates for each subcontractor to the Agency. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Attachment F
CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. *The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)*

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 90 days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 30 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

Attachment G

RFP CHECKLIST

This checklist is intended to be a tool to assist proposers in the preparation of a responsive proposal. To the extent there is any inconsistency between this checklist and any other part of the RFP including the Sample contract and its exhibits, the RFP shall take precedence.

Items to be submitted:

___ **Attachment A - Company Background Information Sheet**

___ **Attachment B – Cost Proposal Form**

___ **Attachment F – Certification Statement**

___ **Proposal Summary (Part 3, Item 2)**

___ **Requirements for Proposal Consideration (Part 3, Item 3)**

___ **Items to be Submitted for Evaluation on Each Component (Part 3, Item 4)**

- Creativity and Effectiveness
- Multicultural Marketing Experience
- Experience/Personnel and Production Resources
- Methodology
- Company Background and Financial Stability
- Cost
- References
- Veterans and Hudson Initiative Certification